

From: [Litchain Corp](#)
To: [Speer, R. Taylor](#); [Alonzo Pierce](#); [Jonathan Metcalf](#)
Cc: Patrick@upstatelawsc.com
Subject: [EXT] 150 Hyatt Street Gaffney SC 29340 (Litchain Corp Leased Site)
Date: January 19, 2023 8:06:49 AM
Attachments: [Copy of Lease Account 02.08.2023 Statement.pdf](#)
[Copy of Energy Account 02.08.2023 Statement.pdf](#)
[Additional Deposit Email Attachment Willis Street \(Independent Consideration\).pdf](#)
[Additional Deposit Email Attachment Hyatt Street.pdf](#)
[GBPW Additional Deposit Email Notification Redacted.pdf](#)

Good Morning Mr Taylor.

The amount to cure the defaults and accumulating arrearage. As a good faith effort to resolve this situation, I called based on information provided to Mr Collazo, that your client has changed his mind about resolving the issue and wants to sue everyone, including the GBPW.

After speaking, you intimated that you could not speak for your client and asked that if you client agreed, to make an offer resolving a portion by April (\$653,767.20), but that your client would have to approve that.

It has been over 48 hours, and I have not heard anything from either you or your clients. To me, a non-response is a "no response".

Here is the amount of money that your client is now in the arrearage that is just a furtherance of the material breach, of all agreements; as well as non-compliance with the Notice of Default on Sublease Agreement, Notice To Quit, Final Notice To Quit or Remedy, and failing to remedy any of these during the Grace Period granted at your client's initial request.

1. **\$5874.00** Delinquent Rent.
2. **\$435,844.80** - Additional Deposit Email Attachment
3. **\$653,767.20** - Independent Consideration (Penalty of Increased Deposit on unrelated site caused by your client's inactions by non-payment and failing to perform.
4. **\$441,818.61** - Past Due Delinquent Energy Charges
5. **\$342,000.00** - Refundable Security Deposit (Removal Pods and Transformers) in the event that your client absconds from the worksite and we have to dispose of the equipment left behind.

(Refundable as long as there are no further defaults or material breaches, if we permit your client to remain on the site.)

The total indebtedness accrued by your client for non-payment and failing to perform as agreed is **\$1,879,304.61**.

We are open to having this broken up, if the Gaffney Board of Public Works are made whole with **\$883,537.41**; which covers the delinquent rent, delinquent energy, and the additional required deposit, by wither Cashier's Check made payment to the GBPW, providing us a copy of the receipt of issuance OR an ACH Payment with the confirmation sent, to this email.

Also the remaining, **\$995,767.20** that we are requiring, in order to not evict your client from our site, will need to have 50% paid and then the remainder within 30 days. We understand this is a lot, but this is not a situation that was created by us or GBPW.

To save time, without paying the additional deposit requested by GBPW and resolving the delinquencies by Friday 01/20/2023. That is a non-starter.

I have spoken at length with the GBPW to discuss line upon line and precept upon precept with agreements in place. The above amounts have been adjusted and are in fact correct and unchanging thru this week.

Any other delays in resolving the past due balance may cost those numbers to adjust.

There will not be any discussions directly with the GBPW, as I am relaxing the NDA and Non-Circumvent that is in place. Nor do they particularly enjoy getting phone calls from multiple different people from Bit5ive asking to speak to multiple different people.

This has eliminated any confusion. Please relay to us any intent that your client has authorized you to communicate to us, and we will proceed either towards a resolution or towards a dissolution.

Please keep in mind if we have to pursue further actions there will also be administrative fees that we will have to recoup, if a resolution cannot be made, then we will also be seeking any and all requisite interest allowed by South Carolina Law.

Thank you for your kind time and prompt attention to this important and pressing matter.

Sincerely,
Litchain Corp